



**Memorandum of Agreement
between the
Memphis Shelby Crime Commission
and
The University of Memphis**



The Memphis Shelby Crime Commission (MSCC), a private, nonprofit 501c3 organization with a 50 member board of directors that serves as the leadership table for reducing crime in Memphis and Shelby County, and The University of Memphis (UofM), a State of Tennessee institution of higher education, have mutual interest in leveraging the expertise, networks, and resources of their respective organizations to explore best practices, policies, and strategies to address crime and improve public safety. Based on this mutual interest, the undersigned parties agree to the following:

1. UofM by and through its Cecil C Humphreys School of Law, and School of Urban Affairs and Public Policy within the College of Arts and Sciences will establish the "Public Safety Institute" (INSTITUTE). This interdisciplinary INSTITUTE will reside in the College of Arts and Sciences and will draw on faculty researchers in Criminal Justice, Law, and other departments across the University and beyond to:

- Identify evidence based practices and solutions, and generally bring deep expertise to problem-solving issues of crime and delinquency;
- Publish and analyze local crime statistics and trends;
- Help define and execute an applied research agenda, including evaluations on the effectiveness of specific programs, tied directly to Operation: Safe Community and local community practice; and
- Organize colloquia and symposia to promote thought leadership and discussion to improve practice related to crime and public safety.

2. MSCC is co-founding the center to support its mission to make Memphis one of the safest communities of its size in the nation and will provide funding to support a Center Executive Director, a Director of Center Administration and Operations, and annually expendable research funds to enable pursuit of the INSTITUTE's research-practice partnership agenda.

The INSTITUTE Executive Director will be a full-time employee and Senior Fellow of the UofM, reporting to the Dean of the College of Arts and Sciences, with a dotted line relationship to the Dean of the School of Law. The INSTITUTE Executive Director will be hired with a 50% executive on loan assignment as President & CEO of the MSCC and will report to the Chair of the MSCC Board of Directors for this set of responsibilities. The INSTITUTE Executive Director will be appointed to a limited position (contingent upon external funding) by mutual agreement of the UofM and MSCC with an expected start date of September 1, 2016.

The Director of INSTITUTE Administration and Operations will also be a full-time limited position employee of the UofM, selected through an open, competitive process, and reporting to the INSTITUTE Executive Director.

3. Annual funding for the INSTITUTE will be provided by the Crime Commission and will be paid in equal quarterly installments September 1st, December 1st, March 1st, and June 1st during each year of the agreement, beginning with the first payment on September 1, 2016. Year 1 funding will include \$200,000 in salary plus 36.4% benefits (\$72,800) for the INSTITUTE Executive Director; \$95,000 in salary plus 36.4% (\$34,580) benefits for



**Memorandum of Agreement
between the
Memphis Shelby Crime Commission
and
The University of Memphis**



the Director of INSTITUTE Administration and Operations, and \$100,000 to support research related to the UofM-MSCC research-practice partnership agenda developed by the INSTITUTE. Funding for years 2 and 3 will maintain the \$100,000/year commitment for research support and will provide for increased funds necessary to cover expenses associated with any state mandated across-the-board salary and/or benefits increases for University employees for the INSTITUTE Executive Director and Director of INSTITUTE Administration and Operations.

Payments under the terms of this Agreement shall be made by check payable to:

Name on check: The University of Memphis
 Grants and Contracts Accounting
 P.O. Box 1000, Dept. 313
 Memphis, Tennessee 38148-0313

University Tax ID #: 62-0648618

UofM will devote half of the annual research funds to support the hiring of a Research Associate Professor to spearhead the conduct of the research-practice partnership agenda and will devote the remainder to seeding faculty and student involvement in this shared research agenda. It is expected that the INSTITUTE and its affiliated faculty researchers will identify, pursue funding for, and conduct research independent of the INSTITUTE-MSCC research-practice partnership agenda. The INSTITUTE Executive Director and Director of INSTITUTE Administration and Operations will work with UofM faculty and sponsored research staff to identify funding through grants or contracts from sources other than the Crime Commission for this independent agenda.

4. The initial term of this agreement is three (3) years, beginning September 1, 2016 and ending August 31, 2019. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the other party. The Agreement may be extended by the mutual written consent of the MSCC and the UofM.

This Agreement may be terminated by either party for convenience upon ninety (90) days written notice to the other party prior to the effective date of such termination. This Agreement may be terminated without the above-described notice only upon grounds that the activity has been cancelled due to an act of God or some other circumstance outside the control of University. Termination of this Agreement shall not affect the rights and obligations of the parties which shall have accrued prior to termination.

5. Any notice or communication required or permitted under this Agreement shall be made in writing and shall be deemed to have been sufficiently given or made if mailed by certified mail or overnight courier service, postage prepaid, return receipt requested as follows: If to the UofM: Dr. Andrew Meyers, Vice President for Research; 308 Administration Building, Memphis, TN 38152. If to the MSCC: Executive Director; 119 S. Main St. # 450, Memphis, TN 38103.



Memorandum of Agreement
between the
Memphis Shelby Crime Commission
and
The University of Memphis



6. In the exercise of the rights of academic freedom of an educational institution and its faculty, UofM personnel involved in MSCC supported research shall have the right to present at symposia, national or regional professional meetings and to publish in scientific or other journals, the results of research conducted with funding support through this Agreement. MSCC shall be acknowledged for its support in any resulting publications; and MSCC shall also have the right to release the results of MSCC supported research and summaries thereof.

7. Any intellectual properties belonging to a party, including, but not limited to, methods and data, used or provided for use in performance of the work contemplated subject to this Agreement shall remain the property of the respective party. It is expressly agreed that neither the UofM nor MSCC transfers by operation of this Agreement to the other party any patent right, copyright, or other proprietary right owned as of the commencement date of the Agreement or arising outside of the research conducted under this Agreement.

8. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement.

9. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

10. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee without regard to its conflicts of law provisions. Any and all disputes shall be resolved in a court of competent jurisdiction in Shelby County, Tennessee.

11. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. The terms of this Agreement may be amended by written mutual consent of the parties.

Agreed to this the 3rd Day of May, 2016 by the undersigned, duly authorized officials of UofM and MSCC.

On behalf of the University of Memphis

M. David Rudd
President

On behalf of the Memphis Shelby Crime Commission

Ben Adams
Chairman

REVIEWED
AS TO LEGAL FORM & CONTENT
R. Christensen
OFFICE OF LEGAL COUNSEL
5/5/16
DATE